

# COPY

Form PTO-1595  
(Rev. 03/01) (modified)  
OMB No. 0651-0027 (exp 5/31/2002)

## RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Roxio, Inc.  
Wild File, Inc.  
Roxio CI, Ltd.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

Execution Date: April 17, 2003

2. Name and address of receiving party(ies):

Name: Symantec Corporation

RECEIVED

JUL 02 2003

Internal Address:

Technology Center 2100

Street Address: 20330 Stevens Creek Blvd.

City: Cupertino

State: CA Zip: 95014

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Patent Application No.(s): 09/843,127; 60/121,725  
60/130,814; 09/719,435; 09/719,339; 09/856,331  
60/143,248; 09/684,348; 60/158,336

B. Patent No.(s): 6,016,553; 6,240,527; 6,199,178  
6,363,487

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward J. Radlo, Esq.  
Internal Address: Fenwick & West LLP  
Street Address: Silicon Valley Center  
801 California Street  
City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: [ 13 ]

7. Total fee (37 CFR 3.41): \$520.00

☒ Check Enclosed  
☐ Fee Transmittal Enclosed  
☐ Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Brian M. Hoffman, Reg. No. 39,713

Name of Person Signing

Signature

2 MAY 2003

Date

Total number of pages including cover sheet, attachments, documents: [ 6 ]

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 12290-00222  
12290/00222/SF/5098712.1

## ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS, dated April 17, 2003 (this "*Agreement*"), is entered into by Roxio, Inc., a Delaware corporation ("*Roxio*"), Wild File, Inc., a Delaware corporation ("*Wild File*"), and Roxio CI, Ltd., a Cayman Islands limited company ("*RCI*"), together with Roxio and Wild File, collectively, "*Assignors*", with and for the benefit of Symantec Corporation, a Delaware corporation ("*Assignee*").

WHEREAS, Assignee and Assignors have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "*Purchase Agreement*"), pursuant to which Assignors have agreed to sell and assign, and Assignee has agreed to buy and acquire rights, title and interests in and to the patents and patent applications which are a part of the Purchased Assets (as defined in the Purchase Agreement) (the "*Patents and Patent Applications*"), including without limitation those listed in Exhibit A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign and transfer to Assignee any and all worldwide rights, title and interests Assignors hold, or may hold, in and to the Patents and Patent Applications, together with (a) any inventions described and claimed therein, (b) any applications claiming priority from the applications; (c) any and all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) any and all patents (including reissues and re-examinations) which may be granted on the applications, and (e) any and all right of priority in the applications, together with all rights derived from any of the above, including but not limited to the right to sue for and collect damages for past, present and future infringement.

Assignors further agree that, should additional or further documentation of the assignment be required for whatever reason, Assignors will, without further consideration, provide or execute such other information or documents as may be necessary upon Assignee's reasonable request. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. Assignment of this Agreement shall be governed by the terms of Section 9.8 of the Purchase Agreement; provided, however, that no such assignment by either party shall relieve such party of any of its obligations under this Agreement. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignors have caused this Assignment of Patent Rights to be executed by its duly authorized representatives effective as of the date first written above.

ROXIO, INC.

By: [Signature]  
Name: R. Elliot Carpenter  
Title: Vice President and Chief Financial Officer

WILD FIRE, INC.

By: [Signature]  
Name: Wm. Christopher Gorog  
Title: President and Chief Executive Officer

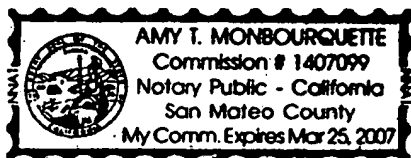
ROXIO CL, LTD.

By: [Signature]  
Name: Wm. Christopher Gorog  
Title: President and Chief Executive Officer

STATE OF California  
COUNTY OF Santa Clara

On this 16th day of April, 2003, before me, a Notary Public in and for said State, personally appeared R. Elliot Carpenter and Wm. Christopher Gorog personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.



[Signature]  
Notary Public

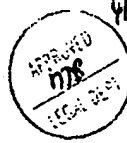
This Assignment of Patent Rights is acknowledged and agreed to by:

**SYMANTEC CORPORATION**

By: \_\_\_\_\_

Name: Greg Myers

Title: Chief Financial Officer and  
Senior Vice President of Finance



Date: April 17, 2003

## EXHIBIT A

### PATENTS AND PATENT APPLICATIONS

Serial Number	Filing Date	Status	Patent Number	Case - Title
09/105,733	6/26/1998	Issued	6,016,553	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING RECOVERING DATA
PCT/US98/18863		Completed		METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING RECOVERING DATA
2000-509037	3/6/2000	Pending		METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING RECOVERING DATA
198 82 659.1	9/4/1998	Pending		METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING RECOVERING DATA
09/450,266	11/29/1999	Issued	6,240,527	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA
09/843,127	4/25/2001	Abandoned		SYSTEM AND METHOD FOR RESTORING A COMPUTER SYSTEM AFTER FAILURE
09/354,250	7/15/1999	Issued Halted	6,199,178	METHOD, SOFTWARE AND APPARATUS FOR SAVING, USING AND RECOVERING DATA METHODS FOR RESTORING DATA (temp. title)
60/121,725	2/26/1999	Converted		METHOD, SOFTWARE AND APPARATUS FOR LOCALLY OR REMOTELY REPAIRING OR ENHANCING COMPUTER DATA
PCT/US00/04758		Abandoned		METHOD, SOFTWARE AND APPARATUS FOR LOCALLY OR REMOTELY REPAIRING OR ENHANCING COMPUTER DATA
60/130,814	4/23/1999	Converted		METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA
PCT/US00/10999		Completed		METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA
2000-614125	12/22/2000	Pending		METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA
926314.6		Pending		METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA
	12/8/2000	Abandoned		METHOD, SOFTWARE AND APPARATUS FOR DEALING WITH DATA CORRUPTION AND SHARED DISKS IN THE CONTEXT OF SAVING, USING AND RECOVERING DATA
	12/8/2000	Abandoned		TWO TIERED ERROR RECOVERY MECHANISM FOR REDUCING DATA CORRUPTION
09/719,435	12/8/2000	Abandoned		DISGUISED DISK DATA PROTECTION METHOD FOR REDUCING DATA CORRUPTION
09/719,339	12/8/2000	Pending		WRITE CACHE FLUSHING METHOD FOR REDUCING DATA CORRUPTION
09/856,331	5/17/2001	Pending		DISK STORAGE DEGRAGMENTATION
PCT/US00/18732	7/9/2000	Abandoned		METHOD, SOFTWARE AND APPARATUS FOR DE-FRAGMENTING DISK STORAGE ON WHICH A HISTORY OF CHANGES IS BEING TRACKED

60/143,248 7/9/1999 Converted

METHOD, SOFTWARE AND APPARATUS FOR DE-FRAGMENTING DISK STORAGE ON WHICH A HISTORY OF CHANGES IS BEING TRACKED

09/684,348 10/6/2000 Pending

METHOD, SOFTWARE AND APPARATUS FOR RECOVERING AND RECYCLING DATA IN CONJUNCTION WITH AN OPERATING SYSTEM

308805.1 Abandoned

METHOD, SOFTWARE AND APPARATUS FOR RECOVERING AND RECYCLING DATA IN CONJUNCTION WITH AN OPERATING SYSTEM

2000-308367 10/6/2000 Pending

METHOD, SOFTWARE AND APPARATUS FOR RECOVERING AND RECYCLING DATA IN CONJUNCTION WITH AN OPERATING SYSTEM

60/158,336 10/7/1999 Converted

METHOD, SOFTWARE AND APPARATUS FOR RECYCLING OVERWRITTEN DISK STORAGE IN CONJUNCTION WITH AN OPERATING SYSTEM

09/698,542 10/26/2000 Issued

6,363,487

APPARATUS AND METHOD OF CREATING A FIREWALL DATA PROTECTION